

# PRINTING TRADE CUSTOMS

- 1. QUOTATION** . A quotation not accepted within thirty (30) days is subject to review. All prices are based on material costs at the time of quotation.
- 2. ORDERS.** Orders regularly placed, verbal or written, cannot be canceled except upon terms that will compensate the printer against loss incurred in reliance of the order.
- 3. EXPERIMENTAL WORK.** Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.
- 4. CREATIVE WORK.** Creative work, such as electronic files, copy, dummies, and all preparatory work developed and furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer, and not expressly identified and included in the selling price.
- 5. CONDITION OF COPY.** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.
- 6. ALL FILES.** Files, electronic or otherwise, film, plates and other items when supplied by the printer, shall remain his exclusive property unless otherwise agreed in writing.
- 7. ALTERATIONS.** Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.
- 8. PRE-PRESS PROOFS.** Pre-press proofs shall be submitted with original copy. Corrections are to be made on "master set," and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proofs.
- 9. PRESS PROOFS.** . Unless specifically provided in printer's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.
- 10. COLOR PROOFING.** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 11. OVER-RUNS AND UNDER-RUNS.** Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance must be doubled.
- 12. CUSTOMER'S PROPERTY.** The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in the printer's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.
- 13. DELIVERY.** Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. local customer's place of business or F.O.B. printer's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise.
- 14. PRODUCTION SCHEDULES.** Production schedules will be established and adhered to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of customer or printer. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.
- 15. CUSTOMER-FURNISHED MATERIALS.** Paper stock, inks, film, copy, electronic files, and other customer-furnished material shall be manufactured, packed, and delivered to the printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.
- 16. TERMS.** Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. All delinquent amounts owed by client hereunder shall bear interest from the date due at an annual rate of eighteen percent (18%), provided, if such rate is determined to be greater than the rate permitted by any applicable law, such rate shall be reduced to the highest lawful rate. MultiAd shall have the right to collect from client its reasonable expenses incurred in enforcing this Agreement including reasonable attorney's fees and court costs. This Agreement will be deemed to be executed, delivered and accepted in the City of Peoria, the County of Peoria and the State of Illinois. Accordingly, if any litigation is filed to construe, interpret or enforce this Agreement, venue thereof will be in Peoria County, Illinois.
- 17. LIABILITY.** Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.
- 18. INDEMNIFICATION.** The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the printer contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provide further that the printer shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

**THESE TRADE CUSTOMS HAVE BEEN IN GENERAL USE IN THE PRINTING INDUSTRY THROUGHOUT THE UNITED STATES OF AMERICA FOR MORE THAN 50 YEARS**